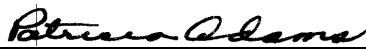


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81W3G-2353-8271		PAGE 1 OF 9	
2. CONTRACT NO. DACW31-03-P-0090		3. AWARD/EFFECTIVE DATE 10-Jan-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS				b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 3312 SIZE STANDARD:1,000 ee		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647		CODE E1R0900		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715			
17a. CONTRACTOR/OFFEROR GRINER MACHINERY REPAIR, INC ANDREW GRINER 512 WHITE OAK ROAD STRASBURG PA 17579  TEL (717) 687-0334		CODE 1PP27  FACILITY CODE 1PP27		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$49,955.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 10-Jan-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA A ADAMS / ADDED BY SUMI TEL: 410-962-3557 EMAIL: patricia.a.adams@usace.army.mil			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
38. S/R ACCOUNT NUMBER				39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
41c. DATE				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$49,955.00	\$49,955.00
STEEL STOPLOGS FOR RAYSTOWN LAKE PROJECT					
FFP					
C.O.R. Dwight Beall @ (814) 658-3313				Technical	
P.O.C. Mark Chalecki @ (410) 962-4069				P.O.C. (Contracting	
Division) Sandy Wicks @ (410) 962-3987				Vendor Rep: Andrew Griner	
@ (717) 687-0334					
In accordance with the attached specifications.					
PURCHASE REQUEST NUMBER: W81W3G-2353-8271					
				NET AMT	\$49,955.00
ACRN AA Funded Amount					\$49,955.00

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	07-MAR-2003	1	OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 814-658-3405 X203 FOB: Destination	E1R0900

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 323080B52L014900 NA 96181  
 COST 000000000000  
 CODE:  
 AMOUNT: \$49,955.00

## CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and

environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

#### STATEMENT OF WORK

**SCOPE OF SMALL PURCHASE ORDER CONTRACT**

**RAYSTOWN LAKE DAM GATED SPILLWAY STOPLOGS**

**RAYSTOWN LAKE DAM, HUNTINGDON COUNTY, PENNSYLVANIA**

**C.1 PROJECT SCOPE:**

The Contractor shall provide all labor, materials, supplies, and equipment required for the fabrication and delivery of the twenty seven steel stoplogs as detailed on the attached drawing titled Stoplog Plan, Sections and Details and dated Dec. 2002. The stoplogs shall be delivered to the Raystown Lake Dam project site on or before Friday, 7 March 2003.

**C.2 SECURITY**

Contractor is responsible to submit a photo copy of each member of the contractor's staff identification to the Operations Manager at least seven days prior to arrival at the site. Each staff member will be required to have their photo identification with them at all times while on the project site.

C.2.1. All of the contractor's employees who will be on Government property during the delivery of the stoplogs must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form 1-151, or who presents other evidence from the INS that employment will not affect his/her immigration status. Contractors will, at government request, provide names and a pertinent identifying number (driver's license, SSN) etc. of all employees expected to work on the job site. This information shall be made available NLT one week after the government's request. The government reserves the right to prohibit the entrance of any employee to the site based on unfavorable background checks.

? 252.204-7000, Disclosure of Information (Dec 1991).

? 252.204-7003, Control of Government Personnel Work Product (Apr 1992).

C.2.2 Bidders are responsible for determining, in advance of bidding, the federal installation security requirements including, but not limited to, access, escort, identification, search procedures, and vehicle registration requirements that may impact contract work performance. At no additional cost to the

government, Contractors will be responsible for complying with all security requirements at each installation."

C.2.3 Photos may not be taken while on the work site.

C.2.4 Damage: Special care shall be exercised to avoid damaging any facilities and the contractor will repair or restore any damage to such facilities, buildings, signs, etc., resulting from the contractor's failure to exercise reasonable care in the performance of the delivery. If the contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the contractor. The contractor will exercise extreme care, so as to protect all visitors from injury and their property from harm and/or damage.

### **C.3 PERFORMANCE OF WORK/SCHEDULING:**

The contractor shall initiate and complete delivery of the stoplogs between the hours of 8:30 am to 4:30 p.m., Monday through Friday. Exceptions to this condition must be coordinated with and approved in advance by Mr. Dwight Beall, Operational Manager, Raystown Lake project at 814-658-6801. Mr. Beall shall be notified at least seven days prior to the delivery.

### **C.4 SAFETY REQUIREMENTS, ACCIDENT REPORTING AND PREVENTION:**

In performing this work, the Contractor shall fully comply with all Federal, State, and local safety regulations, including the U.S. Army Corps of Engineers Safety and health Requirement Manual, EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirement Manual can be found on the World Wide Web <http://www.hq.usace.mil/ceso/cesopub.htm>. In the event of accident or injury involving Contractor personnel, reporting shall be in accordance with EM 385-1-1.

### **C.5 OPERATIONS AND STORAGE AREAS:**

Once fabricated, all lifting of the stoplogs shall be performed using appropriate strength cables and connecting devices attached to both holes at each lifting plate. The angle of lifting cables shall not be less than 60 degrees measured from horizontal. The lifting cables shall be configured such that the stoplog web remains horizontal in both longitudinal and transverse directions when lifted. The contractor shall off load the stoplogs using Contractor provided and operated equipment at a location authorized by the Operations Manager, Raystown Lake. Contractor will be required to transport stoplogs across a bridge with a 12 ft. wide curb to curb and a 14 ft. wide rail to rail.

### **C.6 ENVIRONMENTAL PROTECTION:**

The Contractor is required to comply with all Federal, State, and local environmental regulations.

## **C.7 PROJECT OPERATIONS:**

Raystown Lake is a flood control project and the Contractor shall not interfere with the daily operations of the dam or employees. It is the responsibility of the contractor to coordinate the stoplog delivery with the Operations Manager.

## **C.8 DELIVERABLES:**

Twenty seven steel stoplogs as detailed on the attached drawing titled Stoplog Plan, Sections and Details and dated Dec. 2002. The Contractor shall provide a material certification certifying that the steel stoplogs comply with ASTM A588 Grade 50 steel.

## **C.9 GOVERNMENT FURNISHED EQUIPMENT:**

None.

## **C.10 INVOICING/PAYMENT**

The government shall be invoiced upon delivery of the stoplogs to the site. Additionally, payment will not be made until such time the government inspects the stoplogs and insures that contract specifications are satisfied. The invoice shall contain at a minimum, the firm name, the contract or Purchase Order number, unit costs and total costs. Invoices shall be mailed or faxed to:

Dwight R. Beall  
Operations Manager  
Raystown Lake  
Rt. 1, Box 222  
Hesston, PA 16647  
(814) 658-3313 (fax)

## **POINTS OF CONTACT:**

Baltimore District Design Team Leader:

Mr. Mark S. Chalecki

Phone: (410) 962-4069 Facsimile Copier: (410) 962-0917

Contracting Officer's Representative:

Mr. Dwight Beall



Phone: (814) 658-6803

Facsimile Copier: (814) 658-3313